



MAHARASHTRA STATE ELECTRICITY TRANSMISSION CO. LTD.  
400KV S/S (O&M) Division Warora

**Tender No.** : EE/400KV/S/S/(O&M) DN/WRR/Tender/T-7/24-25.

**RFX No.** -7000033020

**For Works of:** Work of Providing and fabricating of platform for 400KV, 220KV Circuit Breaker & Switchyard Stand at 400/220KV S/S, Warora under 400KV S/S R.S O&M Division, Warora.(4th Call)

**Tender Fee:** Rs. 500/- + TAX (Non-refundable)

**Estimated Cost:** Limited to Rs. 24.82 Lakhs

**EMD:** Rs. 24822.8/-paid On-line Transaction No. \_\_\_\_\_ Date: \_\_\_\_\_

Address:-

Office of the Executive Engineer  
400KV S/S (O&M) Division Warora  
Post – Shembal Tulana Road Karanji  
Tal – Warora 442907  
Dist-Chandrapur

**MAHARASHTRA STATE ELECTRICITY TRANSMISSION COMPANY LTD.**

**400KV S/S (O&M) DIVISION WARORA**

**Tender No. :** EE/400KV/S/S/(O&M) DN/WRR/Tender/T-7/24-25

**RFx No: -7000033020**

**Index**

<b>Sr No</b>	<b>Particulars</b>	<b>Page No</b>
1	General terms & conditions	3-8
2	Special attention to Bidder	9-12
3	E-tender notice	13
4	Scope of work	14
5	Tender Qualifying Conditions	15-19
6	UNDERTAKING	20
7	ANNEXURE 'E'	21
8	ANNEXURE 'I,II,III'	22-26
9	Acceptance	27
10	Annexure-B	28
11	Annexure-G	29

## GENERAL TERMS AND CONDITIONS

**ATTENTION** of the bidders is specifically invited for the compliances of the following requirements at the time of the submission of the tender. If these requirements are not fulfilled, tenders will be *liable for rejection*.

1. **Offer should be submitted through MSETCL SRM e-tendering system only in two bids.**
2. This is an **E-copy** of tender booklet and does not require any signature.
3. In **qualifying bid** submit the documents as per **Qualifying Conditions**.
4. The **Undertaking** duly filled in shall also be attached (in Soft Copy) with **qualifying bid**.
5. In **Price/Commercial bid** you should submit the tender with **Schedule – A (Soft Copy)** duly filled-up along with rates and amount. The rates should be quoted in words and figures upto **two decimals** only.
6. The **qualifying bid** will be opened first and **if found eligible** then the corresponding price / commercial bid will be opened for further consideration.
7. **In any e-tender, same product/same model should not be quoted by more than 01 (one) dealer/distributor/channel partner. The OEM should authorize only one dealer/distributor/channel partner for particular tender.**
8. Tender/bidder should carefully read all the **TERMS AND CONDITIONS / INSTRUCTIONS** of the TENDER DOCUMENT and follow the same scrupulously.
9. ***In case of any doubt in respect of any term , conditions / schedule or clause, it should be got cleared in writing from the office of the undersigned before submitting the E-TENDER OFFER. Any complaints in this regard will not be entertained after opening of the TENDER.***
10. *All the terms & conditions mentioned in the tender document may or may not apply to particular category of works, not every condition may be applicable to particular contract. Hence the bidder should go through all the conditions and adhere to the applicable conditions for respective category of works for which they are bidding.*
11. **Security Deposit:** - You will have to pay **S.D. equivalent to 10%** of the order value after receipt of the order within **07 days** to the office of SE EHV (O&M) Circle Chandrapur by **D.D. / B.G. or by cash. If S.D amount is not paid, you will not be allowed to start the work at site and the work order will be cancelled without any further communication. The payment of SD as above is mandatory and binding. No plea of the agency will be entertained for deducting the SD amount from bills. However the C.A will have full discretionary powers to review and decide otherwise as per the conditions time to time. However 10% SD amount will be retained for the contract operating period. The S.D. will be released only after expiry of the 12 months WARRANTEE PERIOD, whichever is later.**
12. **Tender Fees & Earnest Money Deposit (EMD) payments:** - Tender fees (as may be applicable) and Earnest money deposit **@ 1%** of estimated cost will have to be paid by the bidder through ONLINE payment mode only. For online payment the bidder will have to login to **<http://srmetender.mahatransco.in>**. Bidder can pay through credit card or by Axis bank account (NEFT/RTGS) transfer. **The payment confirmation will be done by corporate office only.** For payment confirmation the bidder will have to send complete details such as Tender No. / Amount / Transaction ID / Mode of payment (credit card/net banking) etc. **Contact Person: - The Dy. Executive Engineer (O) 400KV S/S (O&M) Division Warora**

In no case exemption for payment of earnest money will be granted, except in case of SSI Units. As such the bidder is requested not to make any request for exemption of tender fee / EMD. The tender without online E.M.D. / tender fee payment will not be considered in any case. ***If at the time of opening of technical bid it is found that the bidder has not paid the EMD, the bidder will be declared disqualified and will not be considered for further evaluation.*** The tender fee and EMD payment shall be done on or before the due date/time of sale of bid. Hence the bidder shall take correct note of all the date's & time of the bidding processes.

**EMD will be refunded only after 90 days.**

SSI unit is not required to pay the EMD amount as per prevailing Govt. & MSETCL Norms. However any such agency / firm will have to submit the SSI certificate along with qualifying/technical bid. For any further queries regarding payment of EMD and Tender fees , communication with C.O , Mumbai shall be done on above email ID's. As per MSETCL's present guidelines, if minimum three bidders are not qualified (for first time) the complete tender is to be refloated. In such case the bidders are requested to make communication with this Office after expiry of opening date of bids (as per tender notice) for return of EMD. However the tender fee is non-refundable in any case. All bidders shall take note of above and participate in the bidding process only if all terms and conditions are fully accepted. If the tender is required to be refloated, the bidder shall pay fresh EMD and tender fees. The tender reference no. for refloated tender will be different and advanced than the tender floated under same subject previously. It is the responsibility of the registered bidder to have communication with this office for confirmation of bid opening dates and apply for refund if any. All bidders shall invariably mention their Email addresses while submitting the bid. The tender opening dates may vary due to administrative reasons. It is the responsibility of all registered bidders of MSETCL to regularly check the e-tender site for opening of the bids. The bids opening process on e-tender portal is a transparent process and all the bidders can view / witness the documents of each other. Individual bidders will not be separately notified regarding any / each opening dates. In case of any dispute the decision of the C.A. viz. the Executive Engineer 400KV S/S (O&M) Division Warora will be final and binding on the agency.

**“Note:** Earnest money deposited will be refunded online through SRM System after approval from competent Authority. EMD will be credited to the bank account maintained by bidder in vendor Profile in SRM system. Bidders are requested to ensure that the bank details i.e. Account No., IFSC Code, Account Holder Name, Bank Name, Bank Address are correctly maintained in SRM System and update the same, if required.

**It may be noted that:**

- 1) In case bank details are not maintained by the bidders in their SRM Vendor profile, EMD will not be refunded online and MSETCL will not be responsible for the delay.
- 2) MSETCL will not be responsible for any financial implications in case incorrect bank details are maintained by the bidders as it is the sole liability of the bidder to maintain correct bank details to facilitate online refund of EMD.”
13. The sale of E-tender will be in electronic format only on payment of the online e-tender fees within the stipulated time only.
14. The C. A. in e-presence of Section Head (F&A) will open E-tenders online.
15. The bidder is expected to visit the site of work and see for himself the site conditions regarding water, labour rates etc. and all other materials affecting the work before submitting the tender offer. MSETCL will not however, after acceptance of contract rate pay any extra charges for lead or any other reasons, in case the bidder is found later on to have misjudged the computation of rates or working conditions.
16. For fast execution of work MSETCL may split the work order amongst qualified bidders, if required. The decision of splitting the work order is at the discretion of Executive Engineer 400KV S/S (O&M) Division Warora.

17. **Validity:** - The tender submitted shall be valid for **One Hundred & Twenty days** from the date of opening. The tenderer will **forfeit** the right to the earnest money deposited by him in case the tender is withdrawn after the opening date or before the expiry of 120 days or in the event of refusal to accept the order or not to execute the order and to pay the Security Deposit within the stipulated period.
18. **TIME PERIOD**  
The time period for completion of work will be 12 months from the date of handing over of site.
19. **LIQUIDATED DAMAGES**  
1) If the contractor fails to complete all the works within the time frame stipulated as completion period or within any extension of time granted by the owner, the owner shall levy liquidated damages for breach of contract without prejudice to any other rights and/or remedies provided for the contract in case the progress is not to the satisfaction of owner.  
2) The liquidated damages shall be levied at 1/2% (half percent) of the total contract price per week of delay subject to maximum of 10% (ten per cent) of the contract price for the entire scope of work. In case of such maximum delay, the contract may be terminated by the Owner and the balance work shall be completed by the Owner at the risk and cost of the Contractor.  
3) In the event the contract being divided into sections such as Supply of materials & equipments, Civil and Erection, Testing & Commissioning, the provision for liquidated damages shall be applicable for the total project irrespective of the divisible contract.
20. **Agreement:** - The Contractor will have to enter into an **Agreement** with the Company to carry out the contract in the prescribed form on non-judicial court stamp paper of appropriate value as per **MSETCL's Adm. Circular No.207 Dt.17.04.2010**. **The cost of the stamp paper will be borne by the Contractor.**
21. **Income Tax Clearance:** - The tenderer is requested to note that **income tax @ 2.0%** or as per the applicable rate of the gross bills payable will be deducted while making payments by this office to contractor. Income Tax deducted at source certificate (T.D.S.) /necessary certificate will be issued to the contractor.
22. Price variation (PV) clause is not applicable for this tender.
23. C.A will have the discretion to retain additional S.D. up to 5%. The S.D. will be returned only after completion of guaranty period.
24. It shall be clearly understood that the work is / may be outage dependent & any proposed work may get cancel due to system constraints. Hence only such bidders shall compete in bidding who have adequate & sufficient manpower to tackle such situations. MSETCL will keep record of all such scheduled outages, proposed outages, cancelled outages & contractors' non performance. Such record can initiate penalty as per the discretion of C.A.
25. The **Goods & Service Tax** applicable as per prevailing rate will be deducted from your bill. The Registration No. under GST Act may be quoted.
26. The **employees of the agency will not be entitled for any facility** as is being provided to MSETCL staff. It is the sole responsibility of agency to observe and abide by the provisions of Labour Acts such as Workmen Compensation Act, Minimum Wages Acts, Payment of Wages Act, Gratuity Act, P.F. Act, Service Tax and other regulations framed by the Govt. from time to time. MSETCL will not be responsible for any violation of the Act or Regulations by the agency.
27. The **agency will be responsible for compliance of all statutory obligations** under the Factory Act, Contract Labour Act, Minimum Wages Act, Contribution under the C.P.F, Professional Tax, E.S.I.S. Act etc., in respect of his employees. ***The payment, monthly/weekly to the staff of agency shall be made as per prescribed Minimum Wages Act in presence of authorized***

*representative of MSETCL.* The agency shall prepare a wage cum attendance register in the format given in Minimum Wage Act 1948. Any deviation to the above may result in suspending payment of bill of Agency by MSETCL.

28. **Liabilities & Responsibilities of the Contractor:-**The Contractor will be responsible for the payment of compensation to his staff in case of any accidents (fatal/nonfatal & electrical/mechanical) as may be admissible under the Workmen's Compensation Act, 1923. If he fails to pay the same, it will be recovered from any of his bills due for payment to him by the Company and will be paid to the concerned persons or his dependent/heirs/Govt. Authority etc., as required under the rules and regulations. The Contractor will have to insure all his staff under Workmen's Compensation Act and the copy of the same will have to be produced to the contract operating Authority, Failing which the bill will not be released. It is the sole responsibility of the contractor to ensure the compliances of all statutory acts and respect the law of the land.
29. **Subletting of contract** in any form to other contractive agency will not be permitted. If it is found that any other agency is executing the work, ***C.A reserves the right to terminate the contract immediately without giving any advance notice for termination.***
30. **Jurisdiction** - All tender disputes or differences arising out of or in connection with the contract, if concluded shall be subject to the exclusive jurisdiction of Warora Court.
31. All required **Original certificates if required by the competent authority of MSETCL** will have to be produced by the bidder.
32. In case the tenderer fail to enclose all the necessary and correct documents, the tender application, at the **discretion of Competent Authority** of MSETCL, may be rejected without further consideration. However, MSETCL may call additional documents at the discretion of its officers. **If any condition of the 'qualifying conditions' is not applicable, the bidder shall submit the undertaking for the same without fail with due justification.** However **decision of Competent Authority (C.A)** of MSETCL will be final and binding to the bidder for acceptance of such undertakings.
33. The **conditional tender** will be liable for rejection.
34. The **Solvency certificate** issued by the bank **shall not be older than one year.**
35. **Language of tender:-**All proposals and information in the tender shall be in English.
36. The Firm/Contractor should be registered with respective Govt. Authority as per existing rules.
37. **Partnership Deed:** The Contractor will have to give partnership deed along with tender, if it is a partnership firm.
38. **Force Majeure:** - The completion dates as specified shall be subject to force Majeure herein defined as.
  - a. Any cause which is beyond personal control of contractor or the Company as the case may be.
  - b. Acts of any Government and authority domestic or foreign including, but not limited to war declared or undeclared, guarantees, embargoes etc.
  - c. Licensing control, production or distribution restrictions.
  - d. Accidents and disruption, including but not limited to fire and exposures.
  - e. Strikes slow down, lockouts, riots, grave disorders and sabotage affecting the work of contractor or Company.

*The party affected by force majeure will notify the other party thereof immediately with sufficient profounder. For such circumstances reasonable extension for commissioning dates and starting and completion dates stipulated should be revised as mutually agreed upon.*

39. A **schedule of quantities** is included in the tender documents. It shall be definitely understood that the **Company does not accept any responsibility for the correctness or completeness of the schedule and the schedule is liable to alterations, omissions, deductions or additions** at the discretion of the C.A., as set forth in the conditions of contract. **The finalization of lowest bidder will be decided on the actual work which is required to be executed at the time of comparison of bids & finalization of work order.**
40. *The Maharashtra State Electricity Transmission Co. Ltd., or its officers who accept the tender, shall have the unconditional rights of rejection of all or any of the tender (part or full) and will neither be bound to accept the lowest, nor to assign any reason whatever for the rejection of any tender or all tenders in the interest of MSETCL.*
41. Submission of tender offer in E-Tendering system by a bidder implies that he/she has read all the instructions and conditions of contract and has made himself/herself aware of the scope and specifications of the work to be done, of the conditions and rates at which stores, etc. will be issued to him and **local conditions** and **other factors** bearing on the execution of the work. Also, **Submission of tender offer in E-Tendering system by a bidder implies that the bidder has read all the terms and conditions (all pages) of the tender document. If in case of any dispute or clarification required on certain terms & conditions, it should be got cleared in writing from the office of the C.A before submitting the tender offer. No correspondence / after thoughts of bidders will be entertained after submission of the bids / offers or after the due date of submission.**
42. The same product/ same model should not be quoted by more than 01 dealer/ distributor/ channel partner. The OEM should authorize only one dealer/ distributor/ channel partner for particular tender (MAF format attached).
43. In case, if any OEM authorizes more than 1 dealer/ distributor/ channel partner to bid in a tender and all the authorized dealers/ distributors/ channel partners bid for same product/ model, then the bids of all these authorized dealers/ distributors/ channel partners of said OEM shall be rejected in technical scrutiny itself.
44. In case, if authorized dealer/ distributor/ channel partner is participating in bid, then the OEM cannot participate for the same. Otherway round, if OEM participates in tender, then his authorized dealer/ distributor/ channel partner cannot participate in the same tender. Under such cases, bids of both OEM and its authorized dealer/ distributor/ channel partner shall be rejected in technical scrutiny itself.
45. In case of works related tenders (Supply & Installation etc.), where various supply items involve, then the above provisions i.e. (42), (43) & (44) will be applicable to all the major items (major by value & by technicality).
46. Any point to be specifically highlighted / elaborated or quoted, shall be clearly mentioned during the submission of the offer. Post thoughts / findings or appeals by the bidder will not be entertained. Hence the bidders shall carefully read all the pages, terms & conditions of this tender booklet.
47. Under no circumstances shall any bidder/contractor be entitled to claim enhanced rates for any items of contract .
48. In normal cause, the interpretation of the undersigned on any matter or decision given by him on any disputable point will be final and binding on the contractor.
49. **The complete tender process is through SRM E-tendering system only, hence the E-tender document is digitally signed by competent authority.**
50. **The bidder shall not wait for the last date/time of submission of bid and ensure all efforts for the bid submission well before the due date/time. This office will not entertain any plea of the bidder for not been able to submit the bids due to website problems or otherwise.**
51. In view of restructuring of MSEB into four Companies w.e.f. 06.06.2005 all the terms and conditions of the Board will hold good for newly incorporated company vide Registrar of

52. **Quantity:** - The Competent Authority may delete or add the items in the schedule (Price Bid) and reduce or increase the quantity specified in schedule / detail order as per the actual requirement at site, **even before finalization of tender/ Purchase order. The Lowest bidder will be finalized on the basis of the item wise/schedule rates received to MSETCL for the actual Supply / Work required to be executed at the time of giving L.O.I / detail order.** The decision of the C.A. on deciding the lowest bidder will be final & binding on the bidder / contractor. Hence the item wise rates should be quoted carefully by the bidder. **50 % extension** to the original order may be accorded if there is site requirement. The Agency will have to execute the order accorded under 50% extension in the same rates or lower rates at that prevailing time, whichever is lower.
53. **Safety:-** The contractors should provide all safety equipment / Tools & Tackles wherever required for the work to his workers. If any accident occurs due to non-supply of these equipments or careless handling of equipment, the same shall be in the contractor's risk and cost. The contractor must maintain one first aid box in safe custody during the execution of work at site. **MSETCL will not be responsible for any negligence on the part of contractor or contractor's personnel.**
54. **Stacking of material:-**The Agency will have to stack any material loose or complete at safe location / place during / after work execution as per directives of concerned Maintenance In charge /Executive Engineer. The Agency will not claim any extra charges for moving, shifting and stacking of material at site.
55. The replacement against faulty / damaged material shall be effected by the supplier at his cost up to stores / site, for the material found unserviceable within the guarantee period.
56. The tenderer must be registered under workman compensation act and the **employees shall be insured** under workman compensation act prior to start of work at site. For any accident MSETCL will not be responsible for any kind of compensations and all the compensations & settlements pertaining to Govt. statutory payments / benefits etc shall be resolved by the contractor only. The copy of **Valid Insurance of Labours** will have to be handed over to the SDO prior to start of work wherever required.
57. MSETCL will not be responsible for any accident (fatal or non-fatal) or injury to the personnel of the agency or any financial implication arising there from.
58. For any loss to the company's property during execution of work, the contractor will be liable to pay the equivalent compensation as per the recommendation of concerned Engineer incharge i. e the contractor will have to make good for all the material or pay equivalent amount as per present Market Rates.
59. It is the responsibility of the contractor to maintain the discipline of his staff and himself and any hindrance to the work will be viewed very seriously and will make the contract liable for the termination by the MSETCL without entertaining any claims from the contractor in this regard (Not applicable to contracts for supply of material at MSETCL stores).
60. All the other general terms & conditions related to work contract will be applicable to this tender as per Annexure A (copy of Annexure A is attached with this tender).

**S/D**  
**Executive Engineer**

## SPECIAL ATTENTION TO BIDDERS

61. **Previous Experience:** - The Tenderer is required to submit the *documentary evidences of previous experience (Experience certificate) for the work of :-*  
“Providing and fabricating of platform for 400KV, 220KV Circuit Breaker & Switchyard Stand”
62. **Competent Authority (CA) is Executive Engineer 400KV S/S (O&M) Division Warora for inviting and accepting the e-tender.**
63. **Rates:** - **The rates quoted shall be valid till complete work is executed and the rates quoted shall be firm** for at least **six months** whichever is later. The bidder shall include in the price schedule rates along with all taxes i,e inclusive of all taxes) such as service tax, VAT etc. / Octroi or any other fees or charges applicable by any Government, Municipality or any other authority. It shall be assured that the bidder's process cover all such taxes, duty / fees and charges applicable if any.
64. **Work Completion:** - **The work is to be done on priority; hence it shall be immediately taken in hand for earliest completion** as per the instructions of C.A. Specific work completion conditions will be incorporated in the detail work order. Considering the genuine site conditions / difficulties the work completion period can further be extended as per the recommendation of concerned engineer in charge.
65. **All terms & conditions mentioned in the e-tender document also forms the part of the supply / works order(P.O's) , if not mentioned separately / independently in the supply / works order(P.O's).**
66. The past work performance of the agency will carry due weightage while deciding the qualified bidder. If any agency is found blacklisted / or orders entrusted on agency are terminated for non-performance of works as per work order terms & conditions or work is not done satisfactorily, or penalty is imposed on agencies. Such agencies should not participate in the bidding. Their bids will not be considered for evaluation. No any correspondence of such defaulter agencies will be entertained by this office. The decision of C.A will be final and binding on the agency / contractor.
67. **Watch & Ward During Execution:-** You will have to take over the site for Work Execution from the concerned engineer in charge(i,e Additional Executive Engineer (S/S Maintenance) 400KV S/S Maintenance S/Dn, Warora) in Writing. During the execution of work the complete responsibility of the watch & ward of material supplied by the agency / MSETCL will be the responsibility of the Contractor. For any loss due to theft or any other reason, the contractor will have to make good for all the material or pay equivalent amount as per present Market Rate.
68. **The work shall be completed within minimum possible time** but not more than time specified by the C.A at individual site locations from the date of handing over of site. MSETCL reserves right to continue this contract for further period of six months at the same rate and other terms of contract. The agency shall have to carry out the work during the extended period; otherwise, the work will be got done through another agency at the risk and cost of the agency.
69. The entire quantity of the material /T&P / manpower required for carrying out the work is to be arranged by the agency. The contractor will be responsible for the safety of the materials at site at his own cost. MSETCL will not be responsible for any damage to the material supplied by the Bidder.
70. **Decision Of Executive Engineer 400KV S/S(O&M) Division Warora To Be Final:-**  
Except where otherwise specified in the contract and subject to the powers delegated to him by the Company under the Company rule then in force, the decision of the Executive

Engineer or any special officer deputed by the Executive Engineer shall be final , conclusive and binding on both parties to the contract upon all questions relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or material used on the work, as to any other question claim, right, matter or thing whatsoever, in any way arising out of or relating to the contract designs, drawing, specifications, estimates, instructions, orders or these conditions of otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the or after the completion or abandonment thereof.

**71. Recession Of Contract And Forfeit Of Deposit :-**

**The contract shall not be assigned or sublet without written approval of the Engineer-in-charge,** And, if the bidder shall assign or sublet his contract or attempts, so to do or become insolvent or commence any proceeding to be adjudicated, insolvent or make any compensation with his creditors or attempts so to do, the Engineer-in-charge, may be notice in writing rescind the contract.

In the event of contract being rescinded the Security Deposit of the contract or shall thereupon stand forfeited and be absolutely at the disposal of the MSETCL and the same consequences shall ensue as if the contract had been rescinded and in addition the bidder shall not be entitled to recover or be paid for any works thereof actually performed under the contract.

**72. Suitability Of Technical And Skilled Personnel :-**

The bidder shall keep one full time experienced technical responsible person at site, he shall be fully authorized to receive and comply with such instructions as are given by the Engineer-in-charge. The name of such person with his qualification and experience shall also be immediately reported to the Engineer-in-charge.

**73. Safety:-** The contractors should provide all safety equipment / Tools & Tackles required for the work to his workers. If any accident occurs due to non-supply of these equipments or careless handling of equipments, the same shall be to the contractor's risk and cost. The contractor must maintain one first aid box in safe custody during the execution of work at site. MSETCL will not be responsible for any negligence on the part of contractor or contractor's personnel. The contractor is required to take all necessary precautions while executing the work. It is the sole responsibility of the contractor to insure all his workmen's.

**74. Supervision:** - The work will be under the Supervision of concerned Engineer In charge (i.e. Additional Executive Engineer (SS Maintenance) 400KV Warora S/s) or any other Engineer/employee specially deputed by **Executive Engineer 400KV S/S (O&M) Division Warora.**

**75. Penalty:** - If the work is not completed within stipulated period **penalty @ ½ % per week** of total order amount to the maximum of 10% of contract value will be deducted from your bill.

**76. Guarantee/Warrantee:** - **Guarantee/Warrantee apply to this contract. The above work will be under warrantee for the period of 12 Months. Any replacements/repairs is to be carried out within 03 days after intimation to agency.**

**77. Scope of Work:** - As per **Schedule – A.**

**78.** All text printed on the page of Qualifying Conditions will also form the part of Qualifying Conditions.

**79.** Any Loss to MSETCL property during work execution will be at the **cost & risk** of contractor.

**80. Payment :-** 100% payment as per actual within 30 days will be done from the office of Executive Engineer 400KV S/S (O&M) Division Warora after satisfactory completion of work in quarter and certification from concerned Maintenance Incharge in that respect. However release of payment may depend on availability of funds. Contractor shall submit the bills in

triplicate along with joint inspection report to the concerned Maintenance Incharge for the actual work done under the contract. The concerned Maintenance In charge(i.e Additional Executive Engineer (Maintenance) 400KV Warora S/s) will record the Bills in M.B. and will punch the bills received from contractor in ERP SAP system and prepare the SERVICE ENTRY SHEET / MIGO for the bills within 03 days. Duly recorded the bill in M.B with SERVICE ENTRY SHEET No. / MIGO No. shall be submitted to Division Office. Full payment will be done after receipt of bills .Payment will be done as per actual

81. **One or more qualifying conditions may be relaxed at the time of opening of qualifying bid, if required in the interest of MSETCL.** The interpretation of the C.A or decision given by C.A will be final and binding on the bidder.

82. If there is any discrepancy in quoted price in numbers / figures, the written amount in words will be taken into consideration.

**83. Arbitration:-**

The matters to be determined by the C.A:

All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the bidder to the C.A. and the C.A shall (within 120 days) after receipt of the bidder's representation make and notify decisions of all matters referred to by the bidder in writing.

(i) Demand for Arbitration: In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question, the dispute or difference on any account or as to the withholding by MSETCL of any certificate to which the bidder may claim to be entitled to, or if the C.A. fails to make a decision (within 120 days) then and in any such case, the bidder (after 120 days) but within (180 days) of his presenting his final claim on disputed matters, shall demand in writing that the dispute or difference to be referred to arbitration.

(ii) The demand for arbitration shall specify the matters which are in question, or subject of the dispute or difference as also the amount of claim item wise. Only such dispute (s) or difference (s) in respect of which the demand has been made, together with counter claims or set off, shall be referred to arbitration and other matters shall not be included in the reference.

(iii) The arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by the MSETCL.

(iv) The claimant shall submit his claim stating the facts supporting the claims along with all relevant documents and the relief or remedy sought against each claim within a period of 30 days from the date of appointment of the Arbitral Tribunal.

84. **Termination of Contract:-** The undersigned reserves the right to accept or reject the tender in part or full. The undersigned reserves the right to terminate the contract at any time during the contract period by giving appropriate notice of **03 days**, if it is found that the contractor is not able to cope up with or discharge duties satisfactorily / or not able to execute the work as per Order conditions. The discretion of the contract operating authority shall be final & binding on the contractor.

85. **Precautions:** All equipments, line & Bus are in charged conditions. Contractor will have to take all precautions at his cost until handing over the site back to MSETCL.

86. **Outages:** Outages as and when if required will be arranged by the respective SDO, The outage schedule will be intimated to the bidder Seven days in advance.

87. **Performance of bidder:** - *The performance of work of the bidder in the past or for ongoing works/projects will be duly evaluated. It is essential for any bidder to have good/satisfactory work performance track record. If it is found that any bidder is found defaulter for poor / slow work performance or penalty is imposed for delay in works / convicted in court for poor performance or for fraudulent practices etc , found producing fake supporting documents or creating obstructions is MSETCL's works, such bidders will be straightaway termed disqualified even if they have submitted all required documents. The discretion of C.A will be final and binding on the bidders. Such bidder should not participate in the bidding process.*
88. **Awarding of contract:-**The Company does not bind itself to award the contract to the lowest bidder. Eligibility of the bidder, submission of all documents, past work performance track record will carry due weightage while arriving at the decision. The bidder should not quote conditional rates related to quantity of work. The Company reserves the right to award the contract to more than one bidder by splitting the tendered quantity in the interest of MSETCL and may cancel the tender at any stage in the interest of MSETCL due to administrative reasons. Work order may be awarded as per the lowest rates received in individual schedule i.e. the work order can be awarded to different agencies who have quoted lowest rates in particular schedule/items. The decision of the C.A will be final and binding on the bidder.
89. In normal cause, the **interpretation of the C.A on any matter or decision** given by him on any **disputable point** will be final and binding on the contractor. This is an **E-Document and digitally signed by C.A.**
90. Before quoting the rates, the contractor may visit individual site locations, switchyards for accessing the actual scope of work.
91. The rates once quoted will not be enhanced in any case.
92. If contractor fails to execute the work or the work is left incomplete or unattended, the said contractor's firm will be proposed for blacklisting & in future the Agencies bids will not be entertained.
93. The work is to be done as per the instructions of concerned Maintenance In charge.
94. **The payments of bills will be done as successful completion of work reported by Additional Executive Engineer (S/S Maintenance) 400KV S/S Maintenance S/Dn, Warora. The agency will have to submit the RA Bills after successful work completion of particular quarter.**

**S/D**  
**Executive Engineer**

## E-Tender (RFx) Notice

Digitally signed online bids are invited for flowing E-Tender (RFx) through MSETCL SRM E-Tender process in two bid system from authorized contractors/bidders who are registered Vendors of MSETCL for following works under 400KV S/S(O&M) Division Warora.

Sr No.	RFx No.	Particulars of wok	Estimated Cost in (Rs.)	EMD (Rs.)	Tender Fee (Rs.)
1)	EE/400KV/S/S/ (O&M)/DN/WRR/E- Tender/ T-7/24-25 <b>RFx NO-</b>  <b>7000033020</b>	Work of Providing and fabricating of platform for 400KV, 220KV Circuit Breaker & Switchyard Stand at 400/220KV S/S,Warora under 400KV S/S R.S O&M Division, Warora.(4th Call)	Limited to 24.82 Lakhs	24822.8/-	500/- +GST

Sr No.	Particulars	Description
1	Sale period	From dt. <b>27.08.2024</b> to dt. <b>03.09.2024</b>
2	Submission date	Dt. <b>03.09.2024</b> up to <b>17:00</b> hrs
3	Technical bid opening date	Dt. <b>03.09.2024</b> (if possible)
4	Commercial bid opening date	Dt. <b>03.09.2024</b> (if possible)
5	EMD Amount & Tender Fee	<b>Online only during sale period</b>

- For further details visit our website: - <https://srmetender.mahatransco.in>
- All the Bidders are requested to refer MSETCL Web Portal from time to time for Amendments, Extensions etc...related to this Tender.
- **In case, the Micro and Small Enterprises (Who have been exempted from payment of EMD/Tender Fees) does not accept the tender being 'L-1', then such Micro and Small Enterprises shall be debarred From the bidding process for all tenders at MSETCL for next 2 Years from the date of Non-acceptance of 'L-1' bid.**

S/D  
Executive Engineer

**SCOPE OF WORK**  
**SCHEDULE "A"**

**Name of Work:** - Work of Providing and fabricating of platform for 400KV, 220KV Circuit Breaker & Switchyard Stand at 400/220KV S/S, Warora under 400KV S/S R.S O&M Division, Warora.

Sr. No.	Particular	UOM	QTY
1	Providing and fabricating structural steel work in rolled MS angles, MS sheet as per detailed design and drawings as directed including cutting, fabricating, hoisting, erecting, fixing in position making welded connection angles with one coat with red lead primer and two coats of oil painting.	MT	24.959

Sr. No.	NAME	QTY
1	400kv CB Platform	16.671
2	220kv CB Platform	5.575
3	Switchyard Stand	2.71
<b>TOTAL</b>		<b>24.959</b>

**Sd**  
**Executive Engineer**

**(A) Technical Qualifying Requirement Condition of Submission Of Bid**

**TENDER QUALIFYING CONDITIONS**

**(Bidder shall submit following documents along with the Qualifying bid)**

**1.0 Statutory Requirements:**

- 1.1.1 The bidder or his joint Venture partner should have a valid Electrical Contractor's License issued by the Government of Maharashtra for work of erection/commissioning of EHV equipment.
- 1.1.2 The bidder should be registered under GST Act.
- 1.1.3 GST Returns: The Bidder shall submit the copy of GST returns for the last Financial year from the last day of month previous to the one in which Tenders are invited.
- 1.1.4 The bidder shall submit the copy of PAN card along with bid.
- 1.1.5 The bidder should be registered under P.F. Act.
- 1.1.6 The bidder should be registered under Workman Compensation Policy/ESIC registration certificate.
- 1.1.7 The bidder registered under S.S.I / N.S.I.C/ MSME certificate for the SRM portal shall also pay the EMD in the following cases,  
If S.S.I / N.S.I.C./ MSME certificate do not indicate Material / Service required against this Tender.  
If Turnover or Manufacturing capacity exceeds the limit indicated in S.S.I / N.S.I.C./MSME certificate specified by the concerned authority to avail the benefit of E.M.D. exemption.  
If, required E.M.D. is not paid by the Bidder, the offer is liable for rejection.
- . i)The Micro & small enterprises (only manufacturing and services enterprises) as defined in MSMED Act 2006 are exempted from paying EMD and Tender fees. As per G. No. MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES NOTIFICATION New Delhi, the 26th June, 2020, The Udyam Registration Certificate submitted by the said enterprises should indicate the same Material/Service as required against the tender floated.
- ii) The bidder has to pay EMD and Tender fees in following cases:-
- a. If the Micro/small Enterprise registration certificate does not indicate the relevant classification code covering Material/Service as required against the tender floated.
- b. If the investment in Plant & Machinery or Equipment exceeds the threshold limit indicated in the MSMED Act 2006 (at present the threshold prescribed limit being for a micro enterprise, where the investment in plant and machinery or equipment does not exceed one crore rupees and turnover does not exceed five crore rupees; Small- a small enterprise, where the investment in plant and machinery or equipment does not exceed ten crore rupees and turnover does not exceed fifty crore rupees and for a medium enterprise, where the investment in plant and machinery or equipment does not exceed fifty crore rupees and turnover does not exceed two hundred and fifty crore rupees.
- iii) In case of work contract, if the Micro and Small Enterprise submits that the enterprise shall supply all the materials of intended work contract, manufactured from its own unit, then it shall be eligible for exemption of payment of EMD & Tender fees to MSETCL, However, an undertaking duly notarized from Micro & Small Enterprise to this effect is to be submitted along with bid.
- iv) The works contractor except as stated above and traders are excluded from the benefits of EMD & Tender fees, hence shall be required to pay EMD or tender fees while participating for E-tender.
- v) The registration certificate as submitted by Micro & Small Enterprises should be valid on the date of submission of bid and the validity of the same should be certified by the Chartered Accountant in practice.
- Note: Copies of Certificate should be submitted with bid/offer.

## **2. Experience criteria**

- 2.1 Experience of having successfully completed work of Providing and fabricating of platform for 400KV, 220KV Circuit Breaker & Switchyard Stand at MSETCL / Power Grid Corporation Ltd. / Other state power transmission companies amounting to 80% of the estimated cost in single order or 50% of the estimated cost in two order or 40% of the estimated cost in three order during last 7 years in any power utility in India/Abroad.

The bidder should submit the Performance/Experience certificate signed by officer not below the rank of Executive Engineer of State Govt./ Central Govt. Department /Govt. undertaking & any other recognized power utility.

## **3.0 Financial criteria:**

- 3.1 EMD:-EMD in lieu of bid security deposit@1% of estimated cost will have to be paid by The bidder through online mode only.

OR

The bidder will have to furnish Bank Guarantee of any nationalized/scheduled Bank in prescribed format equivalent to 1% of the estimated cost in lieu of bid security deposit payable at the time of submission of bid documents with validity of 8 months from the date of opening of techno-commercial bids.

- 3.2 Turnover: The Bidder should have the Minimum Annual Average Turnover (MAAT) of at least 40% of tender estimated cost in the last three years i.e. 36 months. In case of JV, the members of JV shall individually meet the financial criteria as follows:  
In case of JV, Lead member shall meet not less than 60% and the other member not less than 40% of the Minimum Annual Average Turnover.  
Audited balance sheets for the specified last three years duly certified by Chartered Accountant with seal and UDIN only to be submitted.
- 3.3 Net-worth: The Bidder should have a Net worth (which is defined as "Equity share capital + Reserves—Revaluation reserves — Intangible assets — Miscellaneous expenditure to the extent not written off and carry forward losses") of last financial year, from the last day of month previous to the one in which Tenders are invited, not less than 25% (Twenty Five Percent) value of tender estimated cost. The bidder should submit the statement of Net-Worth duly certified by Chartered Accountant with seal and UDIN.(As per attached format Annexure E).
- 3.4 The Bidder shall submit undertaking along with bid that he will submit dedicated revolving line of credit for an amount not less than 25% of the estimated cost of the works from their Bankers before issuance of LOA, in case the bidder is qualified as L1. bidder. This clause is applicable for tenders with estimated cost more than Rs.100 Crores.
- 3.5 A declaration to the effect that the Bidder does not anticipate change in his ownership during the proposed period of the work till successful completion of warranty period (If such a change is anticipated, the scope and effect thereof, shall be defined) shall be Submitted with the offer.
- 3.6 In case bidder is a holding company, MAAT and the Net worth referred to in clause 3.2 And 3.3 above shall be that of holding company only (i.e. excluding its subsidiary/group companies).
- 3.7 In case bidder is a subsidiary of a holding company ,MAAT and Net Worth referred to in clause 3.2 and 3.3 above shall be that of subsidiary company only.(i.e. excluding its holding company).
- 3.8 The Bidder should have to submit the audited financial statements i.e .Profit & Loss Account & Balance sheets for last three financial years duly certified by Chartered Accountant with seal and UDIN.
- 3.9 Income Tax Returns: The Bidder shall submit the copy of Income Tax returns for the last three Financial year, from the last day of month previous to the one in which Tenders are invited.

- 4.0 The bidder should note that no deviation in tender conditions will be allowed after bid submission.
- 5.0 Not with standing anything stated above, the owner reserves the right to assess the bidder's capability & capacity to perform the work, should the circumstances warrant such an assessment in the over all interest of the owner and may reject the offer without Assigning any reason.
- 6.0 The Performance Bank Guarantee for the proper fulfillment of the contract shall be furnished by the Contractor in the prescribed form within stipulated time period of Notice of Award of Contract/Letter of Award. The performance Guarantee shall be as per standard proforma. This guarantee shall be for an amount equal to 10% (ten percent) of the contract price.  
**In case of JV, the Lead bidder will have to submit PBG of 06% (Six percent) of the Contract Price and the JV partner will have to submit PBG of 04% (Four percent) of the Contract Price within stipulated time period.**
- 7.0 **In Case of Consortium:**
- 1) The principal (lead) bidder who desire to bid against this specification may submit the offer jointly with erection contractor /equipment manufacturer by entering into a legally valid agreement subject to fulfillment of following requirements.
    - The bid, and in case of a successful bid, the Contract Agreement shall be signed so as to be legally binding on both partners.
    - Both partners of the consortium shall be jointly and severally liable for execution of the contract in accordance with the Contract terms.
  - 2) One consortium partner should individually satisfy 100% technical qualifying criteria as mentioned in the qualifying requirements.
  - 3) The number of partners in a consortium should not be more than two, including the lead partner.
  - 4) The lead partner shall be authorized to be in charge and this authorization shall be evidenced by submitting a duly registered/ notarized power of attorney signed jointly by legally authorized signatories of both partners, on a Non Judicial stamp paper issued by Government of Maharashtra.
  - 5) A copy of agreement entered into by the consortium partners as specified in enclosed format shall be submitted with the bid.
  - 6) The bid document should have been purchased and submitted by the Lead Partner only.
  - 7) Bidder has to submit ANNEXURE 'I,II,III' as given in tender Booklet
- 8.0 The affidavit to made on 500/- bond paper for genuineness of documents to be submitted by bidder as per attached format Undertaking.( Must be duly Notarized)
- 9.0 Bidder must submit Acceptance form along with technical bid.(Attached)
- 10.0 Bidder must submit Annexure B (Regarding registration of bidders from a country sharing a land border with India) along with technical bid.
- 11.0 Bidder must submit Annexure G (Bidder is not Debarred/Blacklisted) along with technical bid

**B) DISQUALIFICATIONS:**

1. Disclosing untrue and/or false information, or withholding information or part of information.
2. Record of poor performance such as unsatisfactory work or abandoning the work etc.
3. Financial shortcomings, or failures in past certificates.
4. Insufficient experience, or employing insufficient number of employees, or not employing qualified employees.

## **Part II: - For price bid**

### **C) Commercial Bid (Price Bid):**

1) Bidders should quote the percentage rate which will be applicable to all items of the schedule of activities online only.

2) The comparison of rates quoted by various bidders will be on the basis of overall cost of the package i.e. rates quoted for 100% completion of said work.

The technical bid will be opened online in respect of all the tenders received. The price bid will be opened online in respect of those bidders who will qualify for technical bid.

1. Bidder which do not fulfill all or any of the above conditions or are incomplete in any respect are liable to summary rejection.
2. The bidder is expected to visit the site of work and see for himself the site conditions regarding water, labour rates and all other materials affecting the work before submitting the tender.
3. The submission of the on-line tender by bidder implies that he has read these instructions, the conditions of contract, etc. and he had made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plants etc. will be issued to him and local conditions and other factors having bearing on the execution of the work.
4. The MSETCL, after acceptance of contract will not pay any extra charges for lead or any other reasons, in case the contractor is found later on to have misjudged as available.
5. The contractor must arrange for all the transport of materials at site and include all such cost in the rates quoted by him for finished work. The contractor shall make his own arrangements for the transport of his materials.
6. The contract or any part thereof shall not be sublet without the written permission of the undersigned.
7. Tender shall remain open for acceptance as per bid validity stated in RFX. During this period, no bidder shall be allowed to withdraw his tender. Any such withdrawal during the said period will entitle for forfeiture of the earnest money deposited with the tender.
8. Further information required, if any can be gathered from the office of the Executive Engineer, 400KV RS (O&M) Division, Koradi. But it must be clearly understood that the tender must be received in order, by the due date and according to the instructions.
9. MSETCL will not be responsible for non-submission of Bid due to any internet connectivity/server problem. Or non-submission of fees due to bank server problems. It is suggested to submit the bid well in advance to avoid these situations.

### **(D) Right to accept or reject the bid:-**

- 1) The undersigned reserves the right to accept or reject any or all bids & to cancel the bidding process & reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders on the grounds for the action by the undersigned.
- 2) The Company does not bind itself to accept the lowest or any tender neither will any reason be assigned for the rejection of any tender. It is also not binding on the Company to disclose any analysis reports on tender. The Company reserves the right to accept/reject the tender for the entire work or part of it. The tenderer on his part binds himself to undertake the work awarded to him in part or whole at the option of the Company.

- Note: 1) All CA certified certificates should have UDIN as per ICAI guide lines. Documents Without UDIN are liable for rejection.
- 2) If bids are called between 1st April & 30th September of the year, then latest audited financial year shall be a year before previous year for financial criteria. For the bids called after 1st October then the latest audited financial year shall be the previous financial year of current financial year.
- 3) In case of a fractional number, rounding off to be done to the nearest unit i.e. in case of fraction between 0 to 0.49 it should be rounded off to 0 & in case of fraction between 0.5 to 0.99 it should be rounded off to 1.

The bidder should scan original documents and upload. If copies are uploaded they should be attested by gazetted officer and original signed copies shall be uploaded. All the Original certificates/documents will have to be produced by you for verification by the competent authority of MSETCL if found qualified in the technical bid. The performance of work of the bidder in the past (during past 05 years) or for ongoing works/projects will be duly evaluated and will be taken into consideration for deciding the qualified bidder. It is essential for any bidder to have good/satisfactory work performance track record.

All the 'General Terms & Condition' & conditions referred at 'Special Attention to bidders' are binding & applicable while finalizing the tender. The discretion of competent authority will be final and binding on the bidders while finalizing the qualified bidders or the interpretation regarding any terms & conditions will be final and binding on the bidders while finalizing the qualified bidders. The C.A can relax one or more conditions in the interest of MSETCL. The documents should be uploaded as per Sr.No. of Q.C. The file should be named by the name of Sr.No. of Q.C. The offer of the bidder not fulfilling above qualifying requirements will not be considered for further evaluation and shall be summarily rejected. All text printed on the page of Qualifying Conditions will also form the part of Qualifying Conditions.

**S/D**  
**Executive Engineer**

Non judicial Stamp of appropriate amount  
(Presently Rs. 500/- Notarized)

*UNDERTAKING*

I/We, \_\_\_\_\_ authorized signatory of M/s. \_\_\_\_\_ solemnly  
declare that:

- 1) I/We am/are submitting the bid against the tender no. \_\_\_\_\_ & I/We offer to execute the work in accordance with all the terms, conditions & provisions of the bid.
- 2) I/We hereby confirm that all the documents submitted by us in hard as well as soft form (self-documents & third-party documents) are genuine, authentic, true & valid.
- 3) I/We am/are obliged to present the original documents/certificates for verification, wherever called for, by any authority of MSETCL.
- 4) Further, all information furnished by us in respect of fulfilling of eligibility criteria & qualification information of this tender is complete, correct & true to the best of our knowledge and belief and nothing has been concealed therein.
- 5) If any information or document submitted is found to be false/incorrect/misleading/misrepresenting at any time, MSETCL may reject my bid & take action as deemed fit may be taken against us including termination of the contract, forfeiture of all dues including Earnest Money/Security Deposit & debarring/blacklisting of our firm.

Yours faithfully,

(Authorized Signatory)

Name, Signature & Seal/Stamp of the bidder Place:

Date

## ANNEXURE 'E'

RFx No.

Name of Bidder &amp; Address:

## DETAILS OF NETWORTH

Sr. No.	Financial Year	Equity Capital *	Reserves*	Revaluation Reserves*	Intangible assets *	Misc. Exp.to the extent written off, carry forward losses & Liabilities*	Net Worth *
1							
2							
3							
4							

(\*All the figures are in Rs. lakhs.)

## NOTE:

The above details should be duly certified by the Chartered Accountant along with UDIN Number

Signature of the Bidder:

Name : \_

Designation : \_

Date : \_

Authorized Common  
Rubber Stamp/Seal of  
The Bidder :

## ANNEXURE I

### PROFORMA OF JOINT UNDERTAKING BY THE COLLOBORATOR / ASSOCIATE ALONGWITH THE BIDDER

(On Non-judicial stamp paper of Appropriate value)

THE DEED OF UNDERTAKING executed this.....day of ..... (month) Two thousand ..... by .....a Company incorporated under the laws of ..... and having its registered office at..... (hereinafter called the collaborator"/"Associate" which expression shall include its successors, executors and permitted assigns) and ..... "Bidder"/"Contractor" which expression shall include its Successors, executors and permitted assigns) in favour of Maharashtra State Electricity Transmission Co. Ltd: having its Registered office at Mumbai,(hereinafter called the "Owner" which expression shall include its successors, executors and assigns).

WHEREAS THE OWNER invited bids as per its RFx No. \_\_\_\_\_ for Work of \_\_\_\_\_

AND WHEREAS clause 3.0 of Section I , Part-I interalia stipulates that the Bidder along with its Collaborator/ Associate must fulfill the qualifying requirements and be jointly and severally bound and responsible for the successful performance of the contract in the event the bid is accepted by the Owner resulting in a "Contract".

AND WHEREAS the bidder has submitted its bid to the Owner vide Proposal No..... dated ..... based on the Collaboration/Association of the Collaborator / Associate.

NOW THEREFORE THIS UNDERTAKING WITNESSETH AS UNDER:

- 1) In consideration of the award of Contract by the Owner to Bidder (hereinafter referred to as the "Contract") we, the Collaborator/Associate and the bidder /Contractor do hereby declare that we shall be jointly and severally bound unto the Maharashtra State Electricity Transmission Co. Ltd; (Owner) for the successful performance of the Contract and shall be fully responsible for the design, manufacture, erection, testing and commissioning including civil works and successful performance of the Bay works in accordance with contract specifications.
- 2) In case of any breach of the contract by the Contractor, we, the Collaborator/ Associate do hereby agree to be fully responsible for successful performance of the Contract and undertake the Contract in order to discharge the Contractor's obligations stipulated in the contract. Further, if the Owner suffers any loss or damage on account of any breach in the contract, we the Collaborator/ Associate and the Contractor jointly and severally undertake to pay such loss or damage to the Owner on its demand without any demur. This is without prejudice to any rights of the Owner against the Contractor under the contract and connected documents/guarantees. It shall not be necessary or obligatory for the Owner to proceed against individual Collaborator/ Associate before proceeding against the while dealing with the Contractor, nor any extension of the time or any relaxation by the Owner to the Contractor shall prejudice any rights of the Owner under the deed of undertaking against the Collaborator/ Associate or the Contractor.
- 3) Without in anyway affecting the generality and total responsibility in terms of this deed of Undertaking, the Collaborator/Associate in particular hereby agrees to depute their technical experts from time to time to contractors works/Owner's project site as mutually considered necessary by the Owner, Contractor and the Collaborator/ Associate to ensure proper design, manufacture, erection, testing and successful performance of the material package in accordance with contract specifications and if necessary the Collaborator/Associate shall advise the Contractor suitable modifications of designs and implement necessary corrective measures to discharge the obligations under the Contract.
- 4) The financial liability of the Collaborator/Associate to MSETCL (Owner) with respect to any and all claims arising out of the performance or non performance of the obligations set forth in this Deed of Undertaking read in conjunction with the relevant provisions of the contract, shall however, be limited

to the extent of 100% price of the supply portion as established in the contract awarded by the Owner to the Contractor in terms of the Contract and this Deed of Undertaking.

5) This Deed of Undertaking shall be construed and interpreted in accordance with the laws of India and the courts in Nagpur shall have exclusive jurisdiction in all matters arising under the Undertaking.

6) We, the Collaborator, Associate and the Bidder/ Contractor agree that this undertaking shall be irrevocable and shall form an integral part of the contract and further agree that this Undertaking shall continue to be enforceable till the Owner discharges and it shall become operative from the effective date of the contract.

IN WITNESS WHEREOF the Collaborator/Associate and the Bidder/ Contractor have, through their authorized representatives, executed these presents and affixed common seal of their respective Companies, on the day, month and year first above mentioned.

**WITNESS .....**

**(For Collaborator/Associate)**

Signature .....  
Name .....  
Designation.....  
Official Address .....

(Signature of the authorized representative)  
Name .....  
Designation.....  
Official Address.....

Common Seal of  
Company .....

**(For Bidder/Contractor)**

**WITNESS**

(Signature of the authorized representative)

Signature .....  
Name .....  
Designation.....  
Official Address .....

Name .....  
Designation.....  
Official Address.....

Common Seal of  
Company .....

## ANNEXURE II

Tender Specification  
No.

Name of Project:

Name of Bidder & Address:

### DETAILS OF FULFILLMENT OF CONSORTIUM/ASSOCIATE CONDITIONS

Sr.No.	Particulars	Remarks
1	Name of principal/lead bidder	
2	Name of consortium / associate	
3	Details of Qualifying Requirements fulfilled by the principal bidder 1) 2) 3)	
4	Details of Qualifying Requirements fulfilled by the consortium /associate 1) 2) 3)	

NOTE: The principal/lead bidder along with consortium /associate fulfill all the Qualifying Requirements jointly.

SIGNATURE & SEAL OF THE  
BIDDER DATE  
PLACE

ANNEXURE III

FORM OF POWER OF ATTORNEY FOR CONSORTIUM PARTNERS

WE, the Partners whose details are given hereunder.....

..... have formed a consortium under the laws of ..... and having our Registered Office(s)/Head Office(s)

at ..... (hereinafter called the Consortium' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns)acting through

..... being the Partner in-charge do here by constitute, nominate and appoint M/s.....a Company incorporated under the laws of ..... and having its

Registered/Head Office at.....as our duly constituted lawful Attorney(hereinafter called "Attorney" or"Authorized Representative" or "Partner In-charge") to exercise all or any of the powers for and on behalf of the Consortium in regard to Technical Specification No.....the bids for which have been invited by

.....(Insert name

Of the Owner along with address)to undertake the following acts:

- 1. To submit proposal and participate in the aforesaid Bid Specification of the Owner on behalf of the " Consortium".
2. To negotiate with the Owner the terms and conditions for award of the Contract pursuant to the aforesaid Bid and to sign the Contract with the Owner for and on behalf of the "Consortium".
3. To do any other act or submit any document related to the above.
4. To receive, accept and execute the Contract for and on behalf of the "Consortium".

It is clearly understood that the Partner In-charge (Lead Partner) shall ensure performance of the Contract(s) and if one or more Partner fail to perform their respective portions of the Contract(s),the same shall be deemed to be a default by all the Partners.

It is expressly understood that this Power of Attorney shall remain valid binding and irrevocable till completion of the Defect Liability Period in terms of the Contract.

The Consortium hereby agrees and undertakes to ratify and confirm all the whatsoever the said Attorney/Authorized Representatives/Partner in-charge quotes in the bid, negotiates and signs the Contract with the Owner and/or proposes to act on

behalf of the Consortium by virtue of this Power of Attorney and the same shall bind the Consortium as if done by itself. IN WITNESS THEREOF the Partners Constituting the Consortium as aforesaid have executed these presents on this.....day of.....under the Common Seal(s)of their Companies.

For and on  
behalf of the  
Partners of  
Consortium

.....

The Common Seal of the above Partners of the Consortium

The Common Seal has been affixed there unto in the presence of:

WITNESS

- 1. Signature.....  
Name.....  
Designation.....  
Occupation.....
- 2. Signature.....  
Name.....  
Designation.....  
Occupation.....

Note:

- 1. The non-judicial stamp papers of appropriate value shall be purchased in the name of Consortium and the date of purchase should not be earlier than six months of date of execution of the Agreement.
- 2. The Agreement shall be signed on all the pages by the authorized representatives of each of the partner sand should in variably be witnessed.

ACCEPTANCE

To,  
The Executive Engineer,  
400KV RS (O&M) Division  
M.S.E.T.C.L. Warora

Subject: - Acceptance to the Terms & Condition of tender & Offer of Rates.

Ref.:- Your RFx No.: -7000033020

**Dear Sir,**

I/ We hereby agree to carry out the work at the rates in price bid tendered by me/ us subject to the conditions of tender & the work above which I/ We have thoroughly understood & to which I/We agree.

I/We hereby tender for the Maharashtra State Electricity Trans. Co. Ltd., (herein after referred to as the "MSETCL") for the execution of the work against RFx No.7000031349 within the time limit specified therein & in accordance with the condition stipulated in this specification & the printed general condition of contract hereto.

Should this tender be accepted, I/We hereby agree to abide by and fulfill all the terms & condition of the specification and in default thereof to forfeit the earnest money/ security deposit & in addition to pay to the Co. the sum of money mentioned in the specification.

I/We hereby agree to keep this offer open for 120 days after the date of opening of this Tender and shall be bound by communication of acceptance dispatched within the prescribed time.

Thanking You

Your's faithfully

(Signature of Bidder)

Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_

## ANNEXURE - B

### (Regarding registration of bidders from a country sharing a land border with India)

#### ELIGIBILITY FOR BIDDING:

1.1 All registered vendors of MSETCL whose registration on SRM e-tendering is valid on the date of submission of bid can participate in the subject tender. The bidder shall invariably declare the name of the manufacturer of the equipment offered and shall also indicate its country of origin (mandatory in case of imported items).

1.2 For bidders from a country that share land border with India the following restrictions shall be applicable (As per order Public Procurement no. 1 dt. 23.7.2020 from MoF, GOI with subsequent clarifications)

i)

Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the competent authority as indicated in Annexure-I (Competent Authority and Procedure for registration) of order Public Procurement no. 1 dt. 23.7.2020 from Ministry of Finance, Government of India.

ii)

The term "Bidder from a country which shares a land border with India" means: a) An entity incorporated, established or registered in such a country; or b) A subsidiary of an entity incorporated, established or registered in such a country; or c) An entity substantially controlled through entities incorporated, established or registered in such a country; or d) An entity whose beneficial owner is situated in such a country; or e) An Indian (or other) agent of such an entity; or f) A natural person who is a citizen of such a country; or g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

iii)

The registration of the bidder from Competent Authority should be valid at the time of submission of bids and at the time of acceptance of bids. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

iv)

The bidder who shares a land border with India shall furnish documentary evidence of valid registration obtained from the issuing competent authority and submit the following undertaking on their letterhead, duly sealed and signed, along with their offer:

"I the undersigned have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that \_\_\_\_\_ (name of bidder) incorporated on \_\_\_\_\_ with its registered office at \_\_\_\_\_, participating in the subject tender, is from such a country and has been registered with the competent authority. I hereby enclose the valid registration certificate issued by the competent authority and certify that \_\_\_\_\_ (name of bidder) fulfils all requirements in this regard and is eligible to be considered."

v)

The bidder who does not share a land border with India shall submit the following undertaking on their letterhead, duly sealed and signed, along with their offer:

"I the undersigned have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that \_\_\_\_\_ (name of bidder) incorporated on \_\_\_\_\_ with its registered office at \_\_\_\_\_, participating in the subject tender, is not from such a country. I hereby certify that \_\_\_\_\_ (name of bidder) fulfils all requirements in this regard and is eligible to be considered."

vi)

For Works involving possibility of sub-contracting, the bidder shall additionally submit the following undertaking on their letterhead, duly sealed and signed, along with their offer:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that \_\_\_\_\_ (name of bidder) is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that \_\_\_\_\_ (name of bidder) fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

vii)

Offer received without the prescribed undertaking (as per Sr. No. iv, v, vi above as applicable) shall be liable for rejection. Further, if the certificate / undertaking submitted by the bidder is found to be false, it would be a ground for rejection of offer / immediate termination and further legal action in accordance with law.

**ANNEXURE 'G'**

**Undertaking to be submitted by the Bidder declaring that Bidder is not Debarred/Blacklisted by Government/Semi-Government/Other Power Utilities**

I/We hereby declare that I/We is/are participating in MSETCL's Tender No. \_\_\_\_\_ .  
As on date of submission of this tender, I/We hereby declare that My Firm/ We is/are not Debarred/Blacklisted by Any Government/Semi-Government/Other Power Utilities, anywhere.

The above declaration is true to the best of My/Our knowledge & belief. I/We hereby agree that in case My Firm/ We are Debarred/Blacklisted by Any Government/Semi-Government/Other Power Utilities, anywhere, My/Our Offer is liable for Rejection at any stage of Tendering Process as per Tender Conditions.

Further, I/We hereby understand & agree that in case My Firm/ We are Debarred/Blacklisted by Any Government/Semi-Government/Other Power Utilities, anywhere, My/Our Order is liable for termination at any stage of Order Execution Process & My Firm/ We shall be solely responsible for the consequences arising out of it. Authorized Signatory Seal of the Firm

Authorized Signatory

Seal of the Firm